

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

FOOD TEAM INTERNATIONAL, LTD,)	
)	
Plaintiff)	Civil Action
)	No. 10-cv-03584
)	
vs.)	
)	
UNILINK, LLC,)	
GARY GREGORY,)	
MARC BEHAEGAL,)	
AKBAR BOUTARABI,)	
MIKE MOORE, and)	
PENNSYLVANIA FOOD GROUP, LLC,)	
)	
Defendants)	

O R D E R

NOW, this 17th day of May, 2012, upon consideration of the following documents:

- (1) Plaintiff's Motion for Summary Judgment, filed December 10, 2011 (Document 39);¹ together with,
 - (a) Plaintiff's Memorandum of Law in Support of Its Motion for Summary Judgment (Document 39-1);
 - (b) Plaintiff's Statement of Undisputed Material Facts in Support of Its Motion for Summary Judgment (Document 39-2);
 - (c) Exhibits A through I (Documents 39-3 through -11, respectively); and
 - (d) [Amended] Exhibit D filed January 25, 2012 (Document 49);

¹ Plaintiff's Motion for Summary Judgment was filed twice: first on December 9, 2012 as Document 38 without a supporting memorandum or exhibits, and again on December 10, 2012 as Document 39 together with the supporting memorandum and exhibits listed here. Both copies of Plaintiff's Motion for Summary Judgment (Documents 38 and 39) are identical.

- (2) Defendants' Opposition to Plaintiff's Motion for Partial Summary Judgment, which opposition was filed January 3, 2012 (Document 45); together with,
 - (a) Declaration of Sue A. Haar, with Exhibits, in Opposition to Plaintiff's Motion for Summary Judgment (Document 45-1);
 - (b) Declaration of Defendant Gary Gregory, with Exhibits, in Opposition to Plaintiff's Motion for Summary Judgment (Document 45-2);
 - (c) Declaration of Mark C.H. Mandell[,], with Exhibits, in Opposition to Plaintiff's Motion for Summary Judgment (Document 45-3);
 - (d) Defendants' Response to Statement of Material Facts Alleged by Plaintiff to be Undisputed Pursuant to F.R.C.P. 56.1 (Document 45-4); and
 - (e) Defendants' Memorandum of Law in Opposition to Plaintiff's Motion for Partial Summary Judgment (Document 46), and
- Appendix 1 [Opinion of Judge Susan Webber Wright in Electrocraft Arkansas, Inc. v. Super Electric Motors, LTD, 2010 WL 3307461 (E.D.Ark., Western Division, August 19, 2010)];
- (3) Plaintiff's Reply to Defendants' Response to Motion for Summary Judgment, which reply was filed February 3, 2012 (Document 52); and
 - (4) Defendants' Surreply Memorandum of Law in Opposition to Plaintiff's Motion for Partial Summary Judgment, which surreply was filed February 3, 2012 (Document 53), together with,
 - (a) Declaration of Mark C. H. Mandell[,], with Exhibit, in Further Response to Plaintiff's Motion for Summary Judgment (Document 54); and

- (b) Declaration of Sue A. Haar, With Exhibit, in Further Opposition to Motion for Summary Judgment (Document 55);
- (5) Complaint filed July 21, 2010 (Document 1);
- (6) Answer to Complaint with Affirmative Defenses and Counterclaims filed August 17, 2010 (Document 4); and
- (7) Answer and Affirmative Defenses to Counterclaims filed September 15, 2010 (Document 12);

after oral argument held February 3, 2012; and for the reasons expressed in the accompanying Opinion,

IT IS ORDERED that Plaintiff's Motion for Summary Judgment is granted in part and denied in part.

IT IS FURTHER ORDERED that Plaintiff's Motion for Summary Judgment is granted to the extent that plaintiff seeks summary judgment in its favor concerning the unpaid balance due for the produce billed on invoices 29CFF04115, 29CF01017 and 29CFF02901.

IT IS FURTHER ORDERED that Plaintiff's Motion for Summary Judgment is granted to the extent that plaintiff seeks contractual interest at the rate of 1.5% per month on the balances due on invoices 29CFF04115 and 29CFF01017.

IT IS FURTHER ORDERED that Plaintiff's Motion for Summary Judgment is denied to the extent that it seeks contractual attorneys' fees in connection with its efforts to collect the amounts due on invoices 29CFF04115 and 29CFF01017.

IT IS FURTHER ORDERED that Plaintiff's Motion for Summary Judgment is granted to the extent that plaintiff seeks a declaratory ruling that defendant Unilink, LLC, accepted, and has a duty to pay for, invoices 28CFF01019, 29CFF04111, 29CFF01008, 29CFF01012, 29CFF01014 and 29CFF01015.

IT IS FURTHER ORDERED that judgment is entered in favor of plaintiff Food Team International, LTD and against defendants Unilink, LLC; Gary Gregory; Marc Behaegal; and Akbar Boutarabi in the sum of \$104,843.37, as follows:

- (A) in the sum of \$44,452.60 for the unpaid balance due for produce billed on invoices 29CFF04115, 29CFF01017 and 29CFF02901; and
- (B) in the sum of \$29,294.10 for contractual interest on the balances due on invoices 29CFF04115 and 29CFF01017;
- (C) in the sum of \$26,115.70 for the unpaid balance due for produce billed on invoice 29CFF02901; and
- (D) in the sum of \$4,980.97 for statutory interest on the balance due on invoice 29CFF02901.

IT IS FURTHER ORDERED that judgment is entered in favor of plaintiff Food Team International, LTD and against defendant Unilink, LLC in the sum of \$46,608.20 for the unpaid balance due on invoices 29CFF01008 and 29CFF01015.

IT IS FURTHER ORDERED that judgment is entered in favor of defendants Unilink, LLC; Gary Gregory; Marc Behaegal; Akbar Boutarabi; Mike Moore; and Pennsylvania Food Group, LLC on plaintiff's claims for contractual attorneys' fees in connection with plaintiff's efforts to collect the amounts due on invoices 29CFF04115 and 29CFF01017.

BY THE COURT:

/s/ James Knoll Gardner
James Knoll Gardner
United States District Judge